



NOTIS PERKAPALAN MALAYSIA
MALAYSIAN SHIPPING NOTICE

JABATAN LAUT MALAYSIA

NPM 09 / 2016

Ibu Pejabat Laut Malaysia, Peti Surat 12, 42007 Pelabuhan Klang.

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PELAKSANAAN KONVESYEN BURUH MARITIM, 2006 – KEPERLUAN PEMATUHAN BARU BAGI KESELAMATAN KEWANGAN BERHUBUNGAN DENGAN PENGHANTARAN BALIK PELAUT (*ABANDONED*) DAN BAYARAN PAMPASAN BAGI KECEDERAAN SEMASA BEKERJA

MARITIME LABOUR CONVENTION, 2006 – NEW COMPULSORY FINANCIAL SECURITY REQUIREMENTS RELATING TO REPATRIATION OF ABANDONED SEAFARERS AND WORK INJURY COMPENSATION

Notis ini perlu dibawa kepada perhatian semua pemilik kapal Malaysia, pengurus kapal, pengendali, ejen, tuan, anak kapal, syarikat insurans dan Diiktiraf Organisations (RO).

This notice should be brought to the attention of all Malaysia shipowners, ship managers, operators, agents, masters, crew members, insurers and recognised organisations (RO).

1. Notis ini menyediakan maklumat mengenai Pertubuhan Buruh Antarabangsa (ILO) pindaan 2014 kepada Konvensyen Maritim Buruh 2006 (MLC). Pindaan ini akan mula berkuat kuasa pada 18 Januari 2017. Pindaan ini hendaklah terpakai bagi semua kapal Malaysia, lazimnya terlibat dalam aktiviti-aktiviti komersial di mana sahaja mereka berada dan kepada semua kapal-kapal lain yang lazimnya terlibat dalam aktiviti-aktiviti komersial semasa mereka berada di perairan Malaysia dan kepada semua pelaut yang disediakan di atas kapal.

1. This notice provides information on the International Labour Organization's (ILO) amendments of 2014 to the Maritime Labour Convention, 2006 (MLC). These amendments will enter into force on 18th January 2017. These amendments shall apply to all Malaysian ships, ordinarily engaged in commercial activities wherever they are and to all other ships ordinarily engaged in commercial activities while they are in Malaysian waters and to all seafarers serving onboard such ships.

2. Rujukan kepada MSN 07/ 2013- Pelaksanaan Konvensyen Buruh Maritim, 2006 di Malaysia dan MSN 08/2016 - Pemberitahuan Mengenai Pindaan 2014 kepada Konvensyen Maritim Buruh 2006.

2. Reference to MSN 07/2013- Implementation of the Maritime Labour Convention, 2006 in Malaysia and MSN 08/2016 – Notification Regarding Amendments of 2014 to the Maritime Labour Convention 2006.

3. Sebarang pertanyaan mengenai pelaksanaan Konvensyen ini di Malaysia boleh dimajukan melalui faks kepada Jabatan Laut Malaysia atau e-mel di mlc@marine.gov.my atau upp@marine.gov.my

Ketua Pengarah Laut

Tarikh : 23 Disember 2016

3. Any queries on the implementation of the Convention in Malaysia, can be forwarded via fax to Marine Department of Malaysia or e-mail at mlc@marine.gov.my or upp@marine.gov.my

Director of Marine

Date : 23 December 2016

Amendments of 2014 to the MLC

1. The amendments to Regulation 2.5 (Repatriation) of the MLC require shipowners to repatriate their seafarers in the event of abandonment, which is defined as;
 - a. When the shipowner fails to cover the cost of the seafarers repatriation; or
 - b. When the shipowner has left the seafarer without the necessary maintenance and support; or
 - c. When the shipowner has otherwise unilaterally severed its ties with the seafarer, including failure to pay contractual wages for a period of at least two months.

2. Shipowner will have to obtain financial security to ensure that they will be able to meet their repatriation obligations. In particular, the financial security must be adequate to cover the following:
 - a. Up to four months of outstanding wages and other outstanding entitlements due from the shipowner to the abandoned seafarer under their employment agreement, the relevant collective bargaining agreement (if applicable) or Merchant Shipping Ordinance (1952).
 - b. All expenses reasonably incurred by the abandoned seafarers, including the costs of repatriation ; and
 - c. The essential needs of the abandoned seafarer, including items such as adequate food, clothing, accommodation , drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charge from the act or omission constituting the abandonment until the seafarers arrival at his repatriation destination.

3. The amendments to Regulation 4.2 (Shipowners' liability) of the MLC introduce new mandatory requirements to ensure that seafarers who suffer death or long-term disability due to an occupational injury, illness or hazard are compensated fairly and expeditiously. The requirements are as follows:
 - a. The contractual compensation owed to the seafarer is to be paid out in full and without delay;
 - b. The seafarer or his representative must not be pressured to accept a payment less than the contractual amount;
 - c. Where the nature of the long-term disability of the seafarer makes it difficult to assess the full contractual compensation payable to him, the financial security provider must make an interim payment or payments to the seafarer;

d. Any contractual compensation received by the seafarer may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident;

e. The seafarer's claim for contractual compensation may be brought directly by the seafarer, his next of kin, a representative or a designated beneficiary;

f. The financial security provider must give **at least 30 days** notification to the Marine Department and seafarers employed on board; before the financial security is cancelled or not renewed.

Certificate or other documentary evidence of financial security

5. Shipowners will be required to carry on board their ships, certificates of the contracts of insurance or other financial security from 18 January 2017, covering:

a. The costs of crew repatriation in accordance with amended Standard 2.5 and;

b. Contractual claims arising from the death or long-term disability of seafarers due to an occupational injury, illness or hazard in accordance with amended Standard 4.2.

6. Shipowners are also required to display copies of such certificates in a conspicuous place on board their ships where it is available to the seafarers.

7. Shipowners may wish to review their existing financial security coverage to ensure that the above liabilities for repatriation and work injuries are insured according to the above requirements. The certificates of the contracts of insurance or other financial security must be issued by financial security providers that have been approved by the Marine Department of Malaysia. The List of Approved Financial Security Providers is attached as **Appendix 1** to this Notice.

8. Shipowners will also be required to provide copies of such certificates to the Marine Department and designated RO (if applicable) for records. Shipowners may wish to arrange for their financial security providers to send copies of such certificates directly to the Marine Department and designated RO (if applicable). These certificates or the other documentary evidence shall be in English or accompanied by an English Translation.

- Certificate or other documentary evidence of financial security for Repatriation shall contain information required in *Appendix A-2-1 (MLC Amendment 2014)*
- Certificate or other documentary evidence of financial security for Shipowner liability shall contain information required in *Appendix A-4-1 (MLC Amendment 2014)*

These certificates do not need to be endorsed by Marine Department.

Declaration of Maritime Labour Compliance and the Maritime Labour Certificate

9. Under the MLC, all MLC ships of 500 gross tonnage and above must obtain a Declaration of Maritime Labour Compliance (DMLC) and a Maritime Labour Certificate.

10. The DMLC consists of Parts I and II, both of which Parts will need to be revised to include the amendments of 2014. Marine Department will prepare and issue the revised DMLC Part I to shipowners no later than the due date of ships' first MLC renewal inspection after 18 January 2017. Shipowners will be required to update their DMLC Part II to indicate their compliance with the new DMLC Part I. This is to be done no later than the due date of the ship's first MLC renewal inspection after 18 January 2017.

(a) **DMLC Part I** – The requirements of above mentioned amendments on financial securities for Repatriation and Shipowners' Liability have been prepared as attached in **Appendix 2**. Shipowners are required to apply for the DMLC Part I using the form in **Appendix 3**. Shipowners need to submit MLC Shipowner Declaration. Sample of MLC Shipowner Declaration is attached as **Appendix 4**.

(b) **DMLC Part II** – A copy of the revised DMLC Part II to include 2014 amendments is attached in **Appendix 5**. The DMLC Part II shall be completed by the shipowner and must identify the measures proposed to ensure that there is continuous improvement.

11. The entry into force of the amendments on 18 January 2017 will not affect the continued validity of ships' existing Maritime Labour Certificates and DMLC until the due date of the ship's first MLC renewal inspection after 18 January 2017.

12. The DMLC, Maritime Labour Certificate and certificates of the contracts of insurance or other financial security are inspectable items for port state control.

13. The full text of the amendments is available in [MSN 08/2016 – Notification Regarding Amendments to the Maritime Labour Convention 2006](#).

14. Any queries regarding this notice should be directed to the *Marine Department* or e-mail at mlc@marine.gov.my and Seafarers Development Unit (Email upp@marine.gov.my; Tel: 03 – 3347 7626/7641/7767).

YBHG. DATO' BAHARIN BIN DATO' ABDUL HAMID
DIRECTOR GENERAL OF MARINE
MARINE DEPARTMENT OF MALAYSIA
Date: 23 December 2016

Appendix 1 (P & I Clubs)

LIST OF RECOGNISED P & I CLUBS UNDER INTERNATIONAL GROUP (I.G)

BY MARINE DEPARTMENT OF MALAYSIA

1. American Steamship Owners Mutual Protection and Indemnity Association, Inc
2. Assuranceforeningen Skuld
 - Skuld Mutual Protection and Indemnity Association (Bermuda) Ltd.
3. Gard P&I (Bermuda) Ltd.
 - Assuranceforeningen Gard
4. The Britannia Steam Ship Insurance Association Limited
5. The Japan Ship Owners' Mutual Protection & Indemnity Association
6. The London Steam-Ship Owners' Mutual Insurance Association Limited
7. The North of England Protecting & Indemnity Association Limited
8. The Shipowners' Mutual Protection & Indemnity Association (Luxembourg)
9. The Standard Club Ltd
 - The Standard Club Europe Ltd.
 - The Standard Club Asia Ltd.
10. The Steamship Mutual Underwriting Association (Bermuda) Limited The
 - Steamship Mutual Underwriting Association Ltd
11. Sveriges Ångfartygs Assurans Förening / The Swedish Club
12. United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited
 - United Kingdom Mutual Steam Ship Assurance Association (Europe) Ltd.
13. The West of England Ship Owners Mutual Insurance Association (Luxembourg)
14. Gard AS (Gard Norway)

**LIST OF P & I CLUBS UNDER NON INTERNATIONAL GROUP (NON I.G) AND
INSURANCE COMPANIES RECOGNISED BY MARINE DEPARTMENT OF MALAYSIA.**

1. Newcastle Protection and indemnity Association
2. British Marine Luxembourg S.A
 - British Marine Mutual P & I Insurance Association Limited
 - QBE Insurance
 - QBE Insurance (Malaysia) Berhad
3. Gard AS
 - Gard Norway
4. Maritime Mutual Insurance Association Limited
 - Maritime Mutual Insurance Association (NZ) Limited
5. China Shipowner Mutual Assurance Association
6. European Union Administration
7. Southern Route Maritime, S.A
8. Safeguard Guarantee Company Ltd
9. RAETS Marine Insurance
10. Navigators Insurance Company
11. Osprey Underwriting Agency Limited
12. Inter Coastal Shipowner P & I B.V
13. Korea P & I
14. Carina P & I Facility
15. Lodestar Marine Limited
16. Hydor AS
17. Etiqa Insurance Berhad

Appendix 2 (Sample of DMLC Part I)



Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance Part I

Issued under the authority of: **Marine Department Malaysia**

With respect to the provision of the Maritime Labour Convention, 2006, the following referenced ship:

Name of ship	IMO number	Gross tonnage

Is maintained in accordance with the Standard A5.1.3 of the Convention

The undersigned declares, on behalf of the above mentioned competent authority, that:

- (a) the provision of the Maritime Labour Convention are fully embodied in the national requirements referred to below;
- (b) these national requirements are contained in the national provisions references below; explanation concerning the content of those provisions are provided where necessary;
- (c) the details of any substantial equivalencies under the Article VI, paragraphs 3 and 4, are provided *<under the corresponding national requirement listed below> or <in the section provided for this purpose below>*;
- (d) any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and
- (e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

1 Minimum Age (Regulation 1.1)

- i. No seafarer under the age of 16 shall be engaged on board any Malaysian ship.
- ii. No seafarer above the age of 16 and below the age of 18 shall be engaged in night work or where the work is likely to jeopardize their health or safety. Work that shall be construed as jeopardizing the health or safety of seafarers below the age of 18 is:
 - a. lifting, moving or carrying of heavy loads or objects;
 - b. entry into boilers, tanks and cofferdams;
 - c. exposure to harmful noise and vibration levels;
 - d. operating hoisting and other power machines and tools, or acting as signallers to operators of such equipment;
 - e. handling mooring or tow lines or anchoring equipment;
 - f. rigging;
 - g. work aloft or on deck in heavy weather;
 - h. servicing of electrical equipment;
 - i. exposure to potentially harmful materials, or harmful physical agents such as dangerous or toxic substances and ionizing radiations;
 - j. the cleaning of catering machinery; and
 - k. the handling or taking of ships' boats.
- iii. No seafarer under the age of 18 years shall be employed or engaged or work as the ship's cook.
- iv. Notwithstanding subsection (ii) and (iii), the Director of Marine may give exemption to any person

undergoing an approved training programme on board a ship.

- v. For the purpose under this section, 'night work' means work between the hours of 9 o'clock in the evening and 6 o'clock in the morning.

2 Medical Certification (Regulation 1.2)

- i. Every seafarer shall not be permitted to work on a ship unless they are medically fit.
- ii. The owner shall ensure the seafarer employed onboard is medically fit as prescribed by the Rules.
- iii. A medical certificate shall be valid for a maximum period of two years except for seafarers under the age of 18 which shall be not more than 1 year.
- iv. If the period of validity of the medical certificate expires in the course of the voyage, the certificate shall continue in force until the next port of call where the seafarer can obtain a medical certificate for a qualified medical practitioner, provided that the period shall not exceed three months.

3 Qualifications of Seafarers (Regulation 1.3)

- i. No seafarer shall be permitted to work on a ship unless they are trained or certified as competent or qualified to perform their duties.
- ii. The owner shall ensure that the seafarers have undergone the training and hold appropriate certificates to perform their duties on board a ship in accordance with the requirements of this Part or the rules under it.

4 Seafarers' Employment Contract (Regulation 2.1)

- i. A contract between each seafarer employed in a registered Malaysian ship and the owner, shall be made in writing and shall be signed both by him and by or on behalf of the owner.
- ii. A seafarer shall be given the opportunity to examine the seafarer employment contract and have a clear understanding of his rights and responsibilities before signing the contract.
- iii. The seafarer employment contract shall contain the minimum requirements as determined by the Director of Marine in the Malaysia Shipping Notice.

5 Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)

- i. No person shall carry on the business of a private employment agency to supply masters and seafarers to serve on board ships except under the authority of a valid license issued by the Director of Marine in accordance with procedures prescribe under the regulation.

6 Hours of work or rest (Regulation 2.3)

- i. Shipowners shall ensure that every seafarer on board is entitled to hours of rest, and the hours of rest shall not be less than ten hours in any twenty four hour period and not less than seventy seven hours in any seven day period. The minimum hours of rest may be divided into no more than two periods, one of which shall be at least six hours of rest.

7 Manning levels for the ship (Regulation 2.7)

- i. Every ship shall a sufficient number of personnel on board to ensure its efficient operation, the safety and security of the ship and its personnel, under all operating conditions and in accordance to the Safe Manning Document or Manning Certificate.
- ii. When a ship is not on a voyage or excursion, the owner or master shall ensure that sufficient number of ship personnel is on board the ship at all times to adequately respond to any situation such as fire, sinking or other emergencies which may affect the safety of the ship and its personnel and the environment.

8 Accommodation (Regulation 3.1)

- i. The owner of every Malaysian ship shall provide and maintain accommodation and recreational facilities for every seafarer on board taking into consideration the seafarer's health and well-being as determined by authority.
- ii. For ships built before the MLC Convention comes into force for Malaysia, the accommodation has been surveyed in accordance with Section 168 of Merchant Shipping Ordinance 1952 or ILO Convention 92, as supplemented by ILO Convention 133.
- iii. The master of every ship, or his representative, shall conduct inspections onboard the ship, not exceeding every 7 days, to ensure that the seafarer accommodation, recreational facilities, supplies of food and drinking water, spaces used for the storage and handling of food and drinking water and the galley and other equipment used for the preparation and service of meals is clean, decently habitable and maintained in a good state of repair. The result of such inspection shall be recorded and be available for review.

9 On-board recreational facilities (Regulation 3.1)

- i. The owner of every Malaysian ship shall provide and maintain accommodation and recreational facilities for every seafarer on board taking into consideration the seafarer's health and well-being as determined by authority.
- ii. Shipowner, should as a basic requirement, provide a television, reading materials and space for recreational activities, The seafarers shall be given reasonable access to ship-to-shore telephone communications, and e-mail and internet facilities, where available, with any charges for the use of these services being reasonable in amount.
- iii. The master of every ship, or his representative, shall conduct inspections onboard the ship, not exceeding 7 days, to ensure that the recreational facilities are clean and maintained.

10 Food and catering (Regulation 3.2)

- i. The owner of every Malaysian ship shall ensure that there is on board sufficient provision of food and drinking water that are of suitable nutritional value, quality and variety for every seafarer during the period of the seafarer's employment on board the ship taking into account of their religious requirements and cultural practices.
- ii. The catering staff shall be properly trained or instructed for their positions.

11 Health and safety and accident prevention (Regulation 4.3)

- i. The Director of Marine shall exercise general direction and supervision over all matters relating the safe operation of ships and protection of the environment, and shall ensure compliance with the provisions of the rules made hereunder.
- ii. The shipowner or the master of the ship is required to report to the Director of Marine of any occurrences of occupational accidents, injuries and diseases on board ships, and to also correct unsafe conditions. Reports are required if the accident, injury or disease renders the seafarer unfit for work for more than 3 consecutive days or hospitalized for at least 24 hours.
- iii. Shipowners shall specify the duties of the master to take specific responsibility for the implementation of and compliance with the ship's occupational safety and health policies and programmes. Shipowners shall also specify the authority of the ship's seafarers appointed or elected safety representatives to participate in ship' safety committee meetings.

12 Onboard Medical Care (Regulation 4.1)

- i. The owner of every Malaysian ship and any ship within Malaysian waters shall provide:
 - a. adequate health protection and medical care for seafarers employed on board the ship;and
 - b. the right for the seafarers to visit a qualified medical doctor or dentist without delay in ports of call, where practicable.
- ii. Any foreign ship within Malaysian waters and every Malaysian ship engaged on international voyages shall;
 - a. Have on board at least one seafarer who is qualified to provide medical care and administering medicine; or

- b. Carry a qualified medical doctor on board who shall be responsible for providing medical care if the ship carries 100 or more persons and voyage is more than three days duration.

13 Onboard Complaint Procedure (Regulation 5.1.5)

- i. Every owner of the ship shall maintain a complaint procedure in accordance to the guidance issued by the Director of Marine in accordance with the requirements under this Part or any rules made under it for the fair, effective and well documented and expeditious handling of seafarer complaints.
- ii. The owner of the ship shall ensure that each seafarer employed on board the ship is provided with a copy of the complaint procedures.

14 Payment of wages (Regulation 2.2)

- i. A seafarer's right to wages and provisions shall be taken to begin either at the time specified in the seafarer's employment contract for his commencement of work or presence on board the ship, whichever first happens.
- ii. The owner shall pay seafarers' wages at no later than end of the month and in accordance with their seafarers' employment contract or any applicable collective agreement.
- iii. Wages for the work done gazetted public holiday prescribe in the Employment Act 1995 [Act 265] and overtime as stipulated in the employment contract shall be paid not later than the last day of next wage period.
- iv. Seafarers shall be given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to as specified in the employment contract.
- v. The wages shall be so paid until the seafarer has been effectively repatriated to a place as identified in the seafarer's employment contract.
- vi. The wages, less lawful deductions, earned by but not yet paid to a seafarer whose contract of service terminates in accordance with section 81 shall be paid to such seafarer not later than the day on which such contract of service so terminates.
- vii. A seafarer's employment contract shall be deemed to be broken by an owner if he fails to provide work or pay wages in accordance under this section.

15. Repatriation (Regulation 2.5)

- i. A financial security must be force in respect of a ship to ensure that any seafarer employed to work onboard the ship is provided with the assistance when the seafarer is abandoned.
- ii. The financial security;
 - (a) must be in the form of a certificate or other documentary evidence of financial security
 - (b) must comply with the requirements set out in paragraphs 4,8,9,10 and 12 of Standard A2.5.2 of MLC 2006.
 - (c) must be terminated before the expired date of the security, unless the provider of the security has given to the Marine Department of Malaysia **at least 30 days** prior notice in writing; and
 - (d) must not prejudice any right of recourse of the provider of the security against third parties.
- iii. A seafarer is regarded to be abandoned under the circumstances listed in paragraph 2 of Standard A2.5.2 of the MLC 2006.
- iv. A ship must carry onboard in respect of the financial security referred to MLC Regulation 2.5 - ;
 - (a) a certificate or other documentary evidence a financial issued by each provider of the security; and
 - (b) have a copy of the certificate or other documentary evidence displayed in a conspicuous position on the ship, which is accessible to the seafarers on it.

- v. The certificate or other documentary evidence - ;
 - (a) must contain the particulars and information set out Appendix A2-I to the MLC 2006; and
 - (b) must be in English or accompanied by an English translation.

16. Shipowners Liability (Regulation 4.2)

- i. A financial security must be in force in respect of a ship to ensure the payment of compensation for any liability claim brought in respect of any seafarer employed to work on board the ship under –
 - (a) the law of Malaysia
 - (b) the seafarer's employment ; or
 - (c) any agreement voluntarily entered into between one or more shipowner organizations and one or more seafarer's organizations that satisfies the following conditions –
 - the agreement relates to the working and living conditions of seafarers;
 - the shipowner of the ship is a member of the shipowner's organization or at least one of the shipowner's organizations, as the case requires; and
 - the seafarer is a member of the seafarer's organization or at least one of the seafarer's organizations, as the case requires.
- ii. The financial security
 - (a) must be in the form of a certificate or other documentary evidence of financial security
 - (b) must comply with the requirements set out in paragraphs 8(a), (b), (c), (d) and (e) and 13 of standard A4.2.1 of the MLC 2006 ; and
 - (c) must not be terminated before the expired date of the security, unless the provider of the security has given to the Marine Department of Malaysia **at least 30 days** prior notice in writing.
- iii. If a financial security referred to in subsection (1) is to be cancelled or terminated, the provider of the security must give the seafarer's employed to work on board the ship **at least 30 days** prior notice in writing.
- iv. If a financial security referred to in subsection (1) is cancelled or terminated the provider of the security must, by written notice **within 30 days** of the cancellation or termination, inform the Marine Department of Malaysia of the cancellation or termination.
- v. Liability claim means a claim in respect of the death or long- term disability of a seafarer due to an occupational injury, illness or hazard.
- vi. A ship must carry on board in respect of the financial security referred to MLC Regulation 4.2 –
 - (a) a certificate or other documentary evidence a financial security issued by each provider of the security; and
 - (b) have a copy of the certificate or other documentary evidence displayed in a conspicuous position on board the ship, which is accessible to the seafarer's on it.
- vii. The certificate or the documentary evidence –
 - (a) must contain the particulars and information set out in Appendix A4-I to the MLC ; and
 - (b) must be in English or accompanied by an English translation.

Signature :
Name :
Title :
Place :
Date : (Seal or stamp of the authority, as appropriate)

Substantial equivalencies

(Note: strike out the main statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted *(insert description if applicable)*:

No equivalency has been granted

Signature :
Name :
Title :
Place :
Date : (Seal or stamp of the authority, as appropriate)

Exemptions

(Note: strike out the main statement which is not applicable)

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

No exemption has been granted

Signature :
Name :
Title :
Place :
Date : (Seal or stamp of the authority, as appropriate)

Appendix 3 (Application Form DMLC Part I)



APPLICATION FORM FOR ISSUANCE OF DECLARATION OF MARITIME LABOUR COMPLIANCE PART 1

Name of Ship	IMO Number	Gross Tonnage
Ship Type		
Official Number or Call Sign		
Name of MLC Shipowner (in accordance with MLC 2006)		
Has the Manager assumed and agreed to the shipowners duties and responsibilities under MLC 2006 ?	YES / NO / NOT APPLICABLE* <i>(delete as applicable)</i>	
Is the vessel subjected to any substantial, exemption or extension from MLC 2006, Title 3 (Accommodation) requirements or any other under MLC 2006 requirements?	YES / NO <i>(if yes , please attach with notice MSN 5/2008 or any document related)</i>	
What is the means of financial security for seafarer's repatriation in accordance with Regulation 2.5 ?	<i>(please provide evidence of financial security)</i>	
What is the means of financial security for seafarer's sickness, injury or death in accordance with Regulation 4.2?	<i>(please provide evidence of financial security document)</i>	
Reason of Application	INITIAL / RENEWAL CERTIFICATE	
* Please attach with valid Ship Registration Certificate, or other document documentary evidence of financial security for Repatriation & Shipowner's Liability.		

Stamp of Shipowner

Signature:

Name :
Position in Company:
Name of Company:
Date:

The fee for DMLC Part I is RM345.00 and paying method by money order/companies cheque/ bank draft under name Ketu Pengarah Laut during the collection time (self services)The application form can be submit by email or post Deputy Director of Seafarers Development Unit , Seafarers Affairs and Port Division ,P.O. Box 12, Jalan Limbungan , 42007 Port Klang, Selangor, MALAYSIA, email : mlc@marine.gov.my or upp@marine.gov.my

Appendix 4 (Sample Declaration of MLC Shipowner)

MLC SHIPOWNER LETTER HEAD

**DECLARATION OF SHIPOWNER IN TERMS OF THE MARITIME LABOUR CONVENTION,2006
(AS AMENDED)**

Under the Maritime Labour Convention , 2006 the shipowner has to be identified for the purposes of the DMLC Part II and the Maritime labour Certificate. In accordance with article II (1) (j) of the MLC 2006; shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowner in accordance with the Convention, regardless of whether any other organization or person full fill certain of the duties or responsibilities on behalf of the shipowner.

The undersigned affirms that :

Name of MLC Shipowner :
*(Subject to Request applicability -
DOC Holder / Registered Owner)*

Company IMO Number :
*(Subject to Request applicability -
DOC Holder / Registered Owner)*

Contact Person :

Address :

Telephone :

Fax:

After Office Hours :

Email :

Is the Owner of the following Malaysian registered Ship (s) :

SHIP NAME	OFFICIAL NO OR CALL SIGN	IMO NUMBER
<i>List down all the ships</i>		

It is hereby declared that the above named owner has assumed the duties and responsibility under be taken in operation of the ship in accordance with provisions of MLC, 2006 .

Signature :.....

Name :.....

Title :.....

Place :.....

Date :.....(Seal or stamp by Shipowner)

Appendix 5 – Sample of DMLC Part II

MARITIME LABOUR CONVENTION ,2016

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the shipowner, named in the Maritime Labour Convention to which this Declaration is attached, to ensure ongoing compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I)

- | | |
|---|--------------------------|
| 1. Minimum Age (Regulation 1.1) | <input type="checkbox"/> |
| 2. Medical Certificate (Regulation 1.2) | <input type="checkbox"/> |
| 3. Qualification of seafarers (Regulation 1.3) | <input type="checkbox"/> |
| 4. Seafarer’s Employment Agreements (Regulation 2.1) | <input type="checkbox"/> |
| 5. Use of Any Licensed or Certificate or Regulated Private Recruitment and Placement Service (Regulation 1.4) | <input type="checkbox"/> |
| 6. Hours of Work or Rest (Regulation 2.3) | <input type="checkbox"/> |
| 7. Manning Level For The Ship (Regulation 2.7) | <input type="checkbox"/> |
| 8. Accommodation (Regulation 3.1) | <input type="checkbox"/> |
| 9. On- Board Recreational Facilities (Regulation 3.1) | <input type="checkbox"/> |
| 10. Food and Catering (Regulation 3.2) | <input type="checkbox"/> |
| 11. Health and Safety and Safety Accident Prevention (Regulation 4.3) | <input type="checkbox"/> |
| 12. On- Board Medical Care (Regulation 4.1) | <input type="checkbox"/> |
| 13. On- Board Complaint Procedures (Regulation 5.1.5) | <input type="checkbox"/> |
| 14. Payment of Wages (Regulation 2.2) | <input type="checkbox"/> |
| 15. Financial Security For Repatriation (Regulation 2.5) | <input type="checkbox"/> |
| 16. Financial Security Relating to Shipowners’ Liability (Regulation 4.2) | <input type="checkbox"/> |

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I (in the form of a table)

(Stamp or seal of the shipowner¹)

Name of shipowner :

Company Address :

Name of the authorised signatory:

Title :

Signature of the authorized signatory:

Date :

The above measures has been reviewed by *(insert name of competent authority or duly recognised organisation)* and, following inspection of the ship , have been determined as meeting the purpose set out under Standard A5.1.3, paragraph 10 (b) , regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

Name :

Title :

Address :

Signature :

Place :

Date :

(Seal or stamp of the authority, as appropriate)

Shipowner means the owner of the ship or another organization or person , such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention , regardless of whether any other organization or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. **See Article II(9) (j) of the Convention.**